

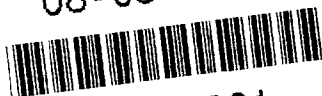
FORM PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)

F

08-09-2004



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HEET

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents

original documents or copy thereof.

1. Name of conveying party(ies):

Network Security Technologies, Inc,

Name and address of receiving party(ies):

Name: Silicon Valley Bank

Internal Address: Loan Documentation HA155

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

Execution Date: June 30, 2004

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

10/147,308

10/405,499

10/405,473

60/471,347

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Silicon Valley Bank

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41): .....\$ 160

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Trisha Sedillo  
Name of Person Signing  
Janice ChuaTrisha Sedillo  
Signature7/28/04  
Date

Total number of pages including cover sheets, attachments, and documents: 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

08/06/2004 DBYRNE 00000103 10147308

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PATENT  
REEL: 015649 FRAME: 0249

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 30, 2004 by and between SILICON VALLEY BANK ("Bank") and NETWORK SECURITY TECHNOLOGIES, INC. ("Grantor").

## RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this

Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

***/SIGNATURES APPEAR ON THE FOLLOWING PAGE/***

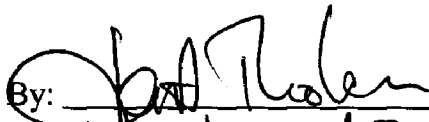
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

NETWORK SECURITY TECHNOLOGIES, INC.

13525 Dulles Technology Drive  
Herndon, Virginia 20171

By:   
Name: James A. Tholen  
Title: CEO + Asst Secretary

**BANK:**

Address of Bank:

SILICON VALLEY BANK

3353 Peachtree Road, N.E., Suite M-10  
Atlanta, Georgia 30326

By: \_\_\_\_\_  
Name  
Title

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

NETWORK SECURITY TECHNOLOGIES, INC.

13525 Dulles Technology Drive  
Herndon, Virginia 20171

By: \_\_\_\_\_

Name:

Title:

**BANK:**

Address of Bank:

SILICON VALLEY BANK

3353 Peachtree Road, N.E., Suite M-10  
Atlanta, Georgia 30326

By: \_\_\_\_\_

Name

Title

*William L. Yang*  
*William L. Yang*  
*Vice President*

**EXHIBIT A**

Copyrights

**Description**

Registration/  
Application  
**Number**

Registration/  
Application  
**Date**

SVB\_Network Security CFD (IP Security Agreement).DOC SVB/ Network Security (IP Sec Ag)  
June 30, 2004 8:58 AM

**PATENT**  
**REEL: 015649 FRAME: 0254**

## EXHIBIT B

### Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method and System for Wireless Intrusion Detection	10/147,308	May 17, 2002
Method and System for Wireless Intrusion Detection	PCT/US03/15076	May 15, 2003
Method and System for Locating a Wireless Access Device	10/405,499	April 3, 2003
Method and System for Detecting Characteristics of a Wireless Network	10/405,473	April 3, 2003
Method and System for Providing Secure One-Way Transfer Data	60/471,347	May 19, 2003

SVB\_Network Security CFD (IP Security Agreement) (2) Soft Copy 7.9.04 SVB/ Network Security (IP Sec Ag)  
July 12, 2004 12:14 PM

## EXHIBIT C

### Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
IPA INTERNET PERIMETER ASSESSMENT	2,500,523	PATENT NUMBER 23, 2001
NSOC NETWORK SECURITY OPERATIONS CENTER	2,500,524	REEL: 015649 FRAME: 0255

# EXHIBIT C

## Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
IPA INTERNET PERIMETER ASSESSMENT	2,500,523 ✓	October 23, 2001
NSOC NETWORK SECURITY OPERATIONS CENTER	2,500,524 ✓	October 23, 2001
NETSEC	2,594,340 ✓	July 16, 2002
N NETSEC & Design	2,556,975 ✓	April 2, 2002